BEFORE THE

Federal Communications Commission

WASHINGTON, D.C. 20554

In the Matter of)	
Campus Televideo, Inc.)	MB Docket No. 16-246
Campus Televideo, me.)	CSR-8923-C
Complaint Concerning Retransmission of)	0.511 0.725 0
WSEE-TV and WICU-TV, Erie, PA)	
)	

To:

The Secretary, FCC

Attn:

Chief, Media Bureau

RESPONSE

Campus Televideo, Inc. ("CTV"), which was acquired in September, 2015 by Apogee Telecom, Inc. ("Apogee"), hereby submits this Response to the Reply filed on September 2, 2016 by Lilly Broadcasting of Pennsylvania License Subsidiary, LLC, licensee of full-power television station WSEE-TV ("WSEE"), Erie, Pennsylvania and SJL of Pennsylvania License Subsidiary, LLC, licensee of full-power television station WICU-TV ("WICU"), Erie, Pennsylvania (jointly, "SJL").

CTV is submitting this Response to clear up the confusion that SJL's Reply seeks to engender regarding CTV's business model and its role as an authorized sales representative for DirecTV, a cloud of disorientation that has seeped into the Bureau's letter dated September 21, 2016 to DirecTV's parent, AT&T Services, Inc. Cutting through SJL's attempted misdirection, the critical and undeniable facts are as follows:

SJL's Reply raises arguments and new allegations not contained in its Complaint, including, for example, its claimed violation of the satellite carrier network non-duplication rule. SJL Reply at n. 24. Accordingly, CTV respectfully requests leave to submit this Response.

- All local television broadcast signals delivered to viewers at Edinboro University are retransmitted by DirecTV pursuant to an agreement whereby the university pays the per unit rate established by DirecTV. CTV Answer, Attachment 3.
- DirecTV is solely responsible for securing retransmission consent for the television broadcast signals it delivers to viewers on the campus of Edinboro University. CTV Answer, pp. 5-9.
- SJL has granted retransmission consent to DirecTV. CTV Answer, Attachment 2; SJL Reply, p. 9.
- CTV is an authorized sales representative of DirecTV. Neither CTV nor Edinboro University are engaged in the "resale" or "subdistribution" of DirecTV service. CTV Response, pp. 2-5.

In short, there is no support for SJL's claim that CTV owes a retransmission fee for signals that viewers receive directly from DirecTV, and it would be unjust from a policy perspective to impose a second retransmission fee on CTV merely because it provides third party billing and account management support.

I. CTV Does Not "Resell" Or "Subdistribute" DirecTV Service.

CTV's Answer includes an extensive discussion of long-standing Commission precedent demonstrating that when television broadcast signals are retransmitted by a satellite carrier like DirecTV, the satellite carrier bears sole responsibility for securing end-to-end retransmission consent authority for delivery of such broadcast signals to the ultimate viewer.² Significantly, a satellite carrier's legal obligation to secure retransmission consent is not relieved or shifted merely because satellite carriers such as DirecTV often rely on various independent agents, dealers, sales representatives, installers, consumer electronics retailers, resellers, service and repair contractors, etc., in the process of their provision of DBS service, whether to single family homes or to multiple dwelling unit ("MDU") customers.

² CTV Answer, pp. 5-9.

While SJL disparagingly characterizes the FCC text quoted in CTV's Answer as from a "23-year-old order," SJL cites no legal basis why CTV should owe a retransmission fee on top of the amounts paid to SJL by DirecTV under their "long-term, multiyear" retransmission consent agreement.³ Rather, SJL's real complaint appears to be that it is not satisfied by the amount of the retransmission consent fee it receives from DirecTV.⁴ As the FCC has made clear, that is purely a contractual matter to be addressed between SJL and DirecTV.⁵

SJL's Reply seeks to create confusion by raising allegations that CTV has provided "contradictory statements about its role in the provision of video programming services." SJL Answer at ii. In particular, SJL finds it "contradictory" for CTV to claim that it falls within the general category of "DBS reseller" when CTV's Answer readily concedes that under its agreement with DirecTV, CTV "may not resell, retransmit or rebroadcast any DirecTV programming."

SJL's smokescreen of obfuscation is reflected in the letter dated September 21, 2016 from the FCC Media Bureau to DirecTV's parent, where SJL's Complaint is characterized as

³ CTV Answer, Attachment 2.

See, e.g., SJL Reply at 9: "Pursuant to the Retransmission Consent Agreement between SJL Broadcasting and DirecTV as amended in 2014, SJL Broadcasting is entitled to receive a license fee per each subscriber authorized to receive each station's signal;" SJL Reply at ii: "SJL Broadcasting is only seeking compensation for the retransmission of its signals to each end user that receives the signals, which includes each location (e.g., campus residence) that receives the signals."

Optical Telecommunications, Inc., DA 16-928 (rel. Aug. 15, 2016) at ¶ 13.

CTV Answer, p. 2. CTV's Answer used the term "DBS reseller" in its generic sense, as a term of art that is generally understood in the industry to refer to any third party that might assist the satellite carrier in its delivery of DBS service. This expansive interpretation is evident from the language quoted by CTV in its Answer from the FCC's 1993 Must-Carry Order recognizing that satellite carriers "also license a variety of agents (e.g., program packagers, equipment distributors, and satellite equipment retailers) to sell the signals on their behalf." *Implementation of the Cable Television Consumer Protection and Competition Act of 1992, Broadcast Signal Carriage Issues*, 8 FCC Rcd 2965 (1993) ("1993 Must-Carry Order"), ¶ 131. Notably, participation by any of this broad variety of third parties at any point in the DBS service distribution process does not in any way alter the fact that only the satellite carrier is defined as an "MVPD," and the satellite carrier bears sole responsibility for securing end-to-end retransmission consent for all broadcast signals it distributes.

alleging that CTV has engaged in "receiving the signals of stations WSEE-TV and WICU-TV (the Stations) from DirecTV and redistributing them to Edinboro University, which subdistributes them to end user students residing on its campus." Based on these misconceptions as to CTV's activities, the Bureau poses numerous questions to DirecTV, including whether CTV is authorized to resell DirecTV service, and whether CTV is allowed to permit Edinboro University to "subdistribute" the stations to end user students.

As CTV made clear in its Answer, it does not actually "resell" the DirecTV service to Edinboro University. Rather, under its agreement dated June 6, 1996 with DirecTV,

CTV is authorized to act as a commissioned sales representative of DirecTV to solicit and take orders for certain DirecTV programming from commercial establishments, including institutions of higher education such as colleges and universities. Under that agreement, CTV may not resell, retransmit or rebroadcast any DirecTV programming. Moreover, CTV may not charge any commercial establishment any additional fee for obtaining DirecTV programming or any fee which is based on such commercial establishment's receipt of DirecTV programming service. Rather, DirecTV programming is provided to the occupants of multiple dwelling units located in affiliate properties as a convenience of occupancy and without additional charge.⁷

SJL's Reply asserts that CTV's status as an authorized DirecTV sales representative is "disputed." See, e.g., SJL Reply at ii, 4. This claim appears highly disingenuous on its face given that, as Exhibit 2 of its own Complaint, SJL has included an email from DirecTV confirming that CTV "is one of DIRECTV's nationwide dealers." Nevertheless, to put this issue to rest, submitted as Exhibit 1 are relevant pages from the Affiliate Agreement dated June 6, 1996 between DirecTV and Lamont Television Systems dba Campus Televideo (CTV's predecessor), as signed by both parties.

⁷ CTV Answer, p. 2.

The record in this proceeding also clearly establishes that neither Edinboro University nor CTV are engaged in the "subdistribution" of the local broadcast signals retransmitted as part of the DirecTV service to end user students on campus.⁸ Rather, as shown by Attachment 3 to CTV's Answer, Edinboro University ordered delivery of the Stations from DirecTV directly on June 10, 2014 and agreed to pay the per-unit fee imposed by DirecTV for receipt of the Stations at all relevant campus dormitory rooms. Similarly, the mere fact that CTV provides third party billing and account management services to facilitate the receipt of DirecTV programming (including the Stations) by Edinboro University does not cause CTV to engage in "subdistribution" of DirecTV service.

In sum, the record in this proceeding, as supplemented by this Response, serves to demonstrate why there is no basis for the "investigation" proposed by SJL. Similarly, in light of the fact that DirecTV maintains ongoing contractual relationships with Edinboro University (its customer), SJL (granting retransmission consent) and CTV (its authorized sales representative), we can understand that DirecTV may be reluctant to become involved. In any event, the responses to the inquiries raised in the Bureau's September 21, 2016 letter to DirecTV should now be readily apparent from the record compiled to date. For convenience, documentation providing the information requested by the Bureau is set forth below.

1. DirecTV and CTV are parties to a "DIRECTV SMATV Affiliate Agreement" dated as of June 6, 1996 that continues in full force and effect. CTV Response, Exhibit 1. Pursuant to that agreement, CTV acts "as a

FCC rules define a "subdistribution agreement" as "an arrangement by which a local cable operator is given the right by a satellite cable programming vendor or satellite broadcast programming vendor to distribute the vendor's programming to competing multichannel video programming distributors." 47 C.F.R. § 1000(k). Here, there is no subdistribution. Neither CTV nor Edinboro University are MVPDs that compete with DirecTV, and neither of them subdistributes the DirecTV programming, including the local broadcast stations retransmitted by DirecTV, to dorm residents at Edinboro University. Rather, Edinboro University receives video programming pursuant to an arrangement with DirecTV, and that programming is provided as an amenity by Edinboro University at no additional charge to dorm residents.

commissioned sales representative of DIRECTV to solicit and take orders for certain DIRECTV programming from Commercial Establishments," which are defined under the agreement to include college dormitories. CTV is compensated through commissions paid by DirecTV based on the Commercial Establishments that agree to receive DirecTV service based on CTV's efforts. As an authorized sales representative, CTV assisted Edinboro University in entering into an agreement dated August 15, 2000 for the delivery of the DirecTV service to dormitories and other campus locations. CTV Answer, Attachment 3.

- 2. As explained above, CTV is a commissioned sales representative, not a reseller or subdistributor. Under the agreement between CTV and DirecTV, CTV may not "resell, retransmit or rebroadcast" any DirecTV programming.
- 3. See response 1 above. The Stations are delivered to Edinboro University as part of the DirecTV service, not by CTV.
- 4. According to a press report submitted as Attachment 2 to CTV's Answer, on or about February 10, 2014, SJL and DirecTV entered into a "long term, multiyear" retransmission consent agreement, as SJL confirmed in its Reply. SJL Reply, p. 9.
- 5. As explained in response 1, DirecTV entered into an agreement dated August 15, 2000 for the delivery of the DirecTV service to Edinboro University. Equipment used to receive the DirecTV service at Edinboro University is provided by a third party supplier approved by DirecTV. CTV assists in the installation and maintenance of such equipment.
- 6. See responses 1 and 5 above. On or about September 30, 2014, pursuant to a request from Edinboro University to subscribe to its "Locals" package, DirecTV added local television stations WICU, WSEE, WJET, WQLN and WFXP to the services delivered to Edinboro University, including to dormitory residents. Edinboro University pays DirecTV for receipt of the DirecTV service, including the agreed-upon fee for DirecTV's "Locals" package that includes the Stations. CTV Answer, Attachment 3.
- 7. See response 6 above. In addition to the activities described above, it was necessary for DirecTV to authorize the receivers installed at Edinboro University to enable receipt of the Stations.

II. SJL Falsely Accuses CTV Of Relying On The "MATV Exception" In 47 C.F.R. § 76.64(e).

At Edinboro University, all local broadcast signals are received from DirecTV pursuant to its retransmission consent authority, and not through the use of off-air MATV facilities.

Indeed, SJL is fully aware of this fact given that its Complaint includes the Declaration of Mike Kobylka, where he expressly admits, "I did not see any off-air antennas or receivers in Campus Televideo's location at Edinboro University." At no time relevant to this proceeding has CTV ever claimed that the MATV exception applies to the current situation at Edinboro University. SJL's sole support for its unfounded assertions are a ten year old incident (before local Erie signals were available from DirecTV) and language from the CTV website that offers a general discussion of the MATV exception and is entirely irrelevant to the present circumstances at Edinboro University. CTV's Answer provides a thorough showing that SJL's red herring argument is entirely frivolous. CTV Answer, pp. 9-10.

Historically, before satellite carriers like DirecTV offered local-into-local delivery of broadcast signals, it was typical for a SMATV facility to combine video programming transmitted by the DBS service with local broadcast signals received directly off-air. Today, local-into-local broadcast signals are routinely retransmitted by satellite carriers, and use of SMATV facilities to receive off-air broadcast signals is far less common. Nevertheless, the term "SMATV" continues to be used generally within the industry, even where no off-air signals are received. Accordingly, even in situations where the legal definition for a SMATV system is

⁹ SJL Complaint, Exhibit 8.

SJL also appears to be confused as to the definitions of "MATV" and "SMATV," as well as the legal obligations that flow from these definitions. "MATV" refers to master antenna television, typically a facility that uses off-air reception antennae to receive local television signals for viewing by MDU residents. "SMATV" refers to satellite master antenna facilities, which can include 1) video services retransmitted by a satellite carrier, which might consist of traditional "cable" networks like ESPN and HBO along with

not satisfied (as is the case of Edinboro University), the term "SMATV" often continues to be applied loosely within the industry. Thus, the mere fact that the Affiliate Agreement covering DirecTV and CTV is entitled "SMATV Affiliate Agreement" is of no legal consequence in the analysis of whether a particular broadcast signal is subject to retransmission consent obligations, particularly given that such agreement was entered into long before DirecTV began offering local-into-local retransmission of broadcast signals.

Again, there is nothing contradictory between the foregoing principles and the explanation provided in CTV's Answer. As noted therein, CTV assists over 250 colleges and universities in their arrangements for the receipt of video services. Significantly, the educational institution retains ultimate control over the choice of video programming packages. In some cases, they will elect to receive the package of local broadcast stations retransmitted by DirecTV. In other situations, the college or university will elect to receive local broadcast signals directly off-air, in which case CTV assists in the construction and maintenance of MATV reception facilities designed to qualify for the MATV exception from retransmission consent. For that reason, the CTV website contains a general explanation of the applicable must-carry and retransmission consent requirements, including the MATV exception.

III. SJL Falsely Alleges A Violation Of The Network Non-Duplication Rule.

SJL's Reply raises a new claim, not included in its Complaint, alleging a prior violation of the satellite carrier network non-duplication rule. In support, SJL has provided a copy of a channel lineup for Edinboro University dated April 14, 2016, showing the availability of certain

broadcast signals uplinked by the satellite carrier, as well as 2) local broadcast signals received directly offair by the SMATV reception facility and combined with the broadcast and non-broadcast signals provided by the satellite carrier.

out-of-market broadcast signals, including Pittsburgh station KDKA, and a subsequent lineup dated August 31, 2016, where such out-of-market stations are no longer listed.

Recognizing that the satellite carrier (DirecTV) alone is responsible for non-duplication compliance, not DirecTV's customer (Edinboro University) or its sales representative (CTV), ¹¹ SJL raised the issue of out-of-market stations available at Edinboro University directly with Julia Dai of DirecTV in an email dated April 14, 2016. ¹² Upon being notified of this situation by DirecTV, CTV instructed a service technician to remove the receivers at Edinboro University used in connection with the out-of-market stations. Thus, as of April 25, 2016, these stations are no longer delivered to Edinboro University, less than two weeks after the issue was raised by SJL. ¹³

The foregoing timeline explains why KDKA and other out-of-market stations were listed on the channel lineup dated April 14, 2016, but were no longer listed on the lineup dated August 31, 2016. Incredibly, SJL has the temerity to assert, without a shred of evidence, "that KDKA is still being received by Edinboro University end users." SJL is obviously aware that this claim is false based on the declaration of Mike Kobylka, a broadcast engineer for SJL, submitted as Exhibits 8 and 9 of its own Complaint. Mr. Kobylka photographed the satellite receivers at Edinboro University used to receive the five local Erie stations retransmitted by DirecTV. Notably, these photographs were taken on May 23, 2016, after delivery of out-of-market stations by DirecTV had been discontinued. Thus, Mr. Kobylka did not report seeing any

The FCC network non-duplication rules apply exclusively to satellite carriers (47 C.F.R. § 76.122) or cable television system operators (47 C.F.R. §§ 76.92-76.95). Neither Edinboro University nor CTV is a satellite carrier or a cable television system operator.

See Exhibit 2.

See Exhibit 3.

SJL Reply, n. 24.

satellite receivers associated with any out-of-market stations, and reported that he "did not see any off-air antennas or receivers" at Edinboro University other than those shown in his photograph. This incident, and its prompt resolution when raised by SJL, only serves to underscore the lack of merit in SJL's Complaint and CTV's ongoing good faith.¹⁵

Conclusion

For all of the reasons set forth in CTV's Answer, as supplemented by this Response, it is clear that SJL's Complaint is entirely meritless and should be dismissed, and SJL's effort to obtain double retransmission consent payments from CTV and DirecTV for providing the same signals to the same viewers should be rejected.

Respectfully submitted,

Campus Televideo, Inc.

Arthur H. Harding

Garvey Schubert Barer

1000 Potomac Street NW

Suite 200

Washington, D.C. 20007

(202) 298-2528

Its Attorneys

Date: September 30, 2016

In addition, SJL's Reply again seeks to rehash an incident from ten years ago where SJL asserted that the MATV exception did not apply because Edinboro University may have been charging dormitory residents an extra fee for receipt of off-air television signals. As the emails in Exhibit 4 of the Complaint show, CTV acted promptly to address this concern. More significantly, the statute of limitations has long expired, and because the MATV exception is not being invoked here, the payment issue is simply irrelevant. In any event, Edinboro University currently pays DirecTV for video programming, including the local broadcast signals, at the rates established by DirecTV, and this service is made available by the university to dormitory residents as a convenience of occupancy, at no additional charge.

Exhibit 1

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DIRECTV SMATV AFFILIATE AGREEMENT

This Affiliate Agreement ("Agreement") is made and entered into as of this day of 1996, between DIRECTV, Inc., a California corporation ("DIRECTV"), and the comp. Televisian Systems CT corporation ("Affiliate").

RECITALS

- A. DIRECTV operates a direct broadcast satellite ("DBS") service through which subscribers are able to receive video, audio, data and other commercial programming via specialized satellite receiving equipment (the "Digital Satellite System").
- B. Affiliate distributes television programming and services to commercial and other establishments via one or more satellite master antenna television distribution systems (each, a "SMATV System").
- C. DIRECTV and Affiliate desire to establish a business relationship whereby Affiliate will promote and implement the delivery of DIRECTV programming to certain of Affiliate's commercial customers. Pursuant to this Agreement, Affiliate will act as a commissioned sales representative of DIRECTV to solicit and take orders for certain DIRECTV programming from Commercial Establishments (as defined below).

ARTICLE I

DEFINITIONS

1.1 The following capitalized terms shall have the following definitions. Certain other capitalized terms shall have the meanings given them elsewhere in this Agreement.

"Affiliate Property" shall mean a Commercial Establishment: (i) whose initial order for DIRECTV Programming is first taken by Affiliate and is transmitted to DIRECTV by Affiliate, in accordance with the terms of this Agreement, (ii) which is not, then or at any time in the 90-day period prior to the date as of which Affiliate takes such establishment's order for DIRECTV Programming, a SMATV System subscriber to any programming services provided by DIRECTV, and (iii) for which DIRECTV confirms to Affiliate that DIRECTV has activated a subscription.

"Commercial Establishment" shall mean a hotel, motel, hospital or other healthcare facility, university dormitory, private office building or such other type of facility as approved by DIRECTV in its sole discretion. The parties acknowledge and agree that in no event shall any apartment building, condominium, townhouse or other residential multiple dwelling unit qualify as a Commercial Establishment unless and until, with respect to any given property, DIRECTV in its sole discretion shall send written notice to Affiliate that such property qualifies as a Commercial Establishment.

"DIRECTV Programming" shall mean those programming services described on the "Rate Schedule" (as amended from time to time by DIRECTV in its sole discretion) to the SMATV Service Private Viewing Agreement.

"DSS Equipment" shall mean the direct broadcast satellite receiving equipment, sold under the trade name "DSS®," which is manufactured by a manufacturer authorized by DIRECTV from time to time in its sole discretion, and associated hardware necessary for installation and operation of a SMATV system at a Commercial Establishment.

"DSS SMATV System" shall mean a SMATV System that utilizes any DSS Equipment for the receipt and distribution of DIRECTV Programming.

"MATV System" shall mean an off-air broadcast receiving and distribution system.

"Multiple Dwelling Unit" shall mean an individual dwelling unit or office unit (as applicable) located in a Commercial Establishment that is not generally accessible to the public nor otherwise a common area to which there is substantially unrestricted access by two or more persons.

"Net Receipts" shall mean gross receipts received by DIRECTV from the sale of DIRECTV Programming to Affiliate Properties during the Term (as defined herein), net of any discounts, refunds, credits, taxes or applicable governmental charges (other than income or franchise taxes) related to the sale or the order or use of such DIRECTV Programming.

"SMATV Service Private Viewing Agreement" means the agreement governing DIRECTV's relationship with Commercial Establishments in the form set forth in Exhibit A, as amended by DIRECTV from time to time in its sole discretion.

Agreement if such failure is due to a Force Majeure. "Force Majeure" shall mean any labor dispute; fire; flood; earthquake; riot; legal enactment; government regulation; Act of God; any problem associated with the construction, use and/or operation of DIRECTV's satellite(s) or related systems; any problem associated with any scrambling/descrambling equipment or any other equipment owned or maintained by others; or any cause beyond the reasonable control of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

DIRECTV, INC.	Affiliate			
Name: RUMARD R. MULLES Title: V.P.	By: Schol M Cum Name: Forman Lonnas Title: President			
132/473	Federal Tax ID Number: 06-//2/89/ Affiliate Address:			
If By Mail:				
	35 MASON Street			
Sreinwich, CT 06430				
all / C	Attention: RANDI ZilWA			
If By Personal Delivery: Same				
	Attention:			
u .	If by FAX: (203) 661 - 6143			
	Attention: RANG 1			
í	PHONE # 203/661-4771			



SMATV Service

Subscriber Information

Definition of Subscriber Units

DIRECTV® defines Subscriber Units as follows for these property types:

Hotel/Motel	Total number of available rooms
Hospital	Total number of televisions on premises
Office Building	Total number of cable drops connected to DSS® SMATV network
Dormitory	Total number of cable drops connected to DSS SMATV network
All Others	Total number of cable drops connected to DSS SMATV network

Certified number of	Subscriber Units for this proper	y:	
ч			Mark Meyers
Signature of Authorized P	roperly Owner or Manager*	Date /	or summer a Dec
Printed Name		Title (or average out over
Signature of Authorized In	staller	Date	
Printed Name of Authorize	d Installer	Company	
RCA Installer Number (if applicable)	Sony Installer Number (if applicable)	DIRECTV Installer (if applicable)	Number

^{*}Signatory must be the same person executing page 6 of this Agreement.

Exhibit 2

From: John Christianson [mailto:JChristianson@wicu12.com]

Sent: Thursday, April 14, 2016 7:07 AM

To: Eichler, Douglas H; Dai, Hongfeng (Julia); Raja, Azeem U; Twiggs, Kimberly R

Subject: Lilly Broadcasting

Julia

Thank you for taking the time to speak with me yesterday. Attached is the most recent channel Lineup. I have made notations where there are duplicated and out of market networks being brought into our DMA. I've sent network Non-duplication letters to Campus Televideo and DirecTV.

Based on your website and search of neighboring locals.. it doesn't come up, at as I mentioned to you yesterday, I have DirecTV, live in the same town as Edinboro University and I don't get the out of market Networks.. http://www.directv.com/DTVAPP/packProg/svLocalChannels.jsp?assetId=1200076®uestid=631051

We request that these channels be removed from our market, next step will be contacting the FCC.

Regards

John Christianson

Executive Vice President

Lilly Broadcasting, 3514 State Street, Erie, Pa 16508

814-454-5201 Ext 884

Exhibit 3

From: Tim Hewitt

Sent: Monday, April 25, 2016 1:12 PM

To: Carmela Laber

Cc: Joan Turner; Michael McCormick; Ray York

Subject: Re: Edinboro locals

The power to the analog receivers with Pittsburgh locals were pulled this morning and the digitals were set to a DTV preview channel. The school will pick channels to replace them with and we will change that when we hear back. There are no longer any Pittsburgh locals at Edinboro U.

Tim Hewitt Campus Televideo | Field Engineer Mid-Atlantic Region 570-263-0174 www.campustelevideo.com

CERTIFICATE OF SERVICE

I hereby certify under penalty of perjury under the laws of the State of Washington that on this date I had served a true and correct copy of the Response filed by Campus Televideo, Inc. on September 30, 2016:

Mitchell F. Brecher Debra McGuire Mercer GREENBERG TRAURIG, LLP 2101 L Street N.W., Suite 1000 Washington, D.C. 20037

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Dated September 30, 2016, at Seattle, Washington.

Leslie Boston Legal Assistant

GSB:8037482.3